



ORIGINAL

**City of Durham
North Carolina**

BILL TO

ACCOUNTING SERVICES DIVISION
CITY OF DURHAM
101 CITY HALL PLAZA (ANNEX)
DURHAM, NC 27701

VENDOR

43855
DATAWORKS PLUS LLC
728 N PLEASANTBURG DRIVE
GREENVILLE, SC 29607

Revisions 000

Expiration Date

Fiscal Year 2018

Page 1 of 4

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.

Purchase Order #

18007950Delivery must be made within
doors of specified destination.

SHIP TO

K41
POLICE DEPT.
CITY OF DURHAM
505 W. CHAPEL HILL ST.
DURHAM, NC 27701

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference				
9-1-864-672-6726		9-1-864-672-2787		8582		C BUSHEK/29384				
Date Ordered		Vendor Number		Date Required		Freight Method/Terms		Department/Section		
12/27/2017		43855						POLICE DEPARTMENT		
Item#	Description/Part No.			Qty	UOM	Cost Each		Extended Price		
1	PO Requisitioner Name: Shereyll Woods RAPID ID EDGE DEVICE SOFTWARE WITH EVOLUTION FINGER SCANNER			6.000000	EACH	\$2,200.00000		\$13,200.00		
2	ALL-IN-ONE RAPIDID SOFWARE UPGRADE			6.000000	EACH	\$700.00000		\$4,200.00		
3	FINGERPRINT VERIFICATION - TWO-FACTOR FINGERPRINT SOFTWARE LICENSE (ANNUAL CHARGE)			6.000000	EACH	\$120.00000		\$720.00		
4	DATAWORKS SOFTWARE SHELL LICENSE (LOCK DOEN THE DEVICE AND PROVIDE CUSTOMIZED ICONS FOR SOFTWARE THIS IS APPROVED TO FOR USE ON THE DEVICE)			6.000000	EACH	\$0.00000		\$0.00		
5	NEEDS TO MEET FBI SJIS SECURITY REQUIREMENTS			6.000000	EACH	\$144.00000		\$864.00		
6	FACIAL RECOGNITION ADVANCED CASE MANAGEMENT SOFTWARE LICENSE			1.000000	EACH	\$8,000.00000		\$8,000.00		
7	FACIAL RECOGNITION IMAGE ENHANCEMENT/3D/POSE CORRECTION SOFTWARE			1.000000	EACH	\$5,000.00000		\$5,000.00		
Questions concerning this order should be directed to Reuben Affiah at (919) 560-4132 or by fax at (919) 560.4325.										

IMPORTANT: Read Terms and Conditions provided as part of this purchase order.



By _____

Authorized Signature

This instrument has been preaudited in the manner
required by the Local Government Budget and Fiscal
Control Act.

Vendor Copy

Purchase Order Total

\$38,428.00

Terms & Conditions Governing this Purchase Order -- CITY OF DURHAM, NORTH CAROLINA

All acknowledgements and all communications relating to this order may be delivered to the City of Durham, Purchasing Division, 101 City Hall Plaza, Durham, North Carolina 27701, or they may be faxed to (919) 560-4325. Questions concerning payment should be directed to Accounting Services at (919) 560-4125 (tel) or (919) 687-0896 (fax). Send electronic invoices to accounts.payable@durhamnc.gov or mail to the City of Durham, Accounts Payable, 101 City Hall Plaza, Durham NC 27701. Payments can be received via Check, ACH, or BOA Epayables. For new vendor setup, updates, or to view payment history login into Vendor Self Service at <https://mss.durhamnc.gov/MSS/Vendors>.

- 1) The City Of Durham is not responsible for goods delivered or services performed without authority of its written order.
- 2) In this purchase order, the term goods includes goods as that term is used in the Uniform Commercial Code (N. C. version), apparatus, materials, supplies, and equipment.
- 3) **E-Verify Compliance.** The contractor represents and covenants that the contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (NCGS). The City is relying on this E-Verify Compliance section in entering into this contract. The parties agree to this section only to the extent authorized by law. If this section is held to be unenforceable or invalid in whole or in part, it shall be deemed amended to the extent necessary to make this contract comply with NCGS 160A-20.1(b).
- 4) Do not overship or substitute. Ship exactly as ordered. If unable to fill this order exactly in accordance with description unit and price thereon communicate at once with the Purchasing Division for instructions. The City reserves the right to reject and return at shippers expense any and all goods delivered which do not conform to our description or specification. All goods received subject to inspection and acceptance by the City of Durham.
- 5) All shipping charges must be FULLY PREPAID TO POINT OF DELIVERY, unless otherwise arranged for and expressly stated on this order. Store-Door deliveries are not acceptable.
- 6) Include itemized packing slips with all shipments or deliveries. Show name of DEPARTMENT of the City for which delivery is intended.
- 7) Invoices in duplicate, should be mailed to the address listed on the purchase order. Invoices must reference the purchase order number. The City pays State and local sales tax; please add State and Local (when applicable) sales tax to your invoice.
- 8) **CASH DISCOUNT TERMS:** Time in connection with discount offered will be computed from date of delivery of the goods at destination, or when final inspection and acceptance is made, if the latter date is later than the date of delivery.
- 9) If there is any part of this order you cannot fill promptly or within the time specified, notify the Purchasing Division at once. In case of unreasonable delay in delivery or delivery of goods inferior to those specified, or in case of any other default of the vendor, the Purchasing Division shall have the right at its option to cancel this order in whole or in part, and the City may procure the goods, or services from other sources, and hold the vendor responsible for the EXCESS COST, EXPENSE AND DAMAGES occasioned thereby.
- 10) **Warranties and Indemnification.** In addition to other warranties made in this transaction, Vendor represents and warrants that all of the goods furnished under this purchase order, the process by which those goods are made, and their use will not infringe any patent, trademark, or other rights of any other person, firm, or corporation, and Vendor shall defend, indemnify, and hold harmless City and its officers, officials, agents, contractors, and employees from and against any and all claims, judgments, costs, damages, losses, demands, liabilities, obligations, fines, penalties, royalties, settlements, and expenses (including interest and reasonable attorneys fees assessed as part of any such item) arising out of any (i) actual or alleged infringement of any such patent, trademark, or other rights, or (ii) (except to the extent that the personal injury, death, or property damage is caused solely by negligent or intentional acts or omissions of the City) personal injury, death, or property damage allegedly caused by or resulting from the delivery to the City of, or the manufacture, construction, design, formulation, development of standards, preparation, processing, assembly, testing, listing, certifying, warning, instructing, marketing, selling, advertising, packaging, or labeling of any goods furnished to the City under this purchase order. Without reducing City's rights under this section, Vendor, in case of an actual or threatened claim, may at Vendors option and expense procure for City the right to continue using the goods furnished under this purchase order. (The preceding sentence does not pertain to part (ii) of the first sentence of this section.)
- 11) The workmanship, quantities or qualities of goods delivered or services performed which are to be paid for hereunder shall be to the satisfaction of the City and before final acceptance by the City all matters of dispute must be adjusted to the mutual satisfaction of the City and the vendor. Determinations and decisions, in case any questions shall arise, shall constitute a condition precedent to the right of the vendor to receive any money thereof, until the matter in question is settled.
- 12) The individuals appearing to execute this purchase order on behalf of the Vendor warrant jointly and severally that they have authority to execute this purchase order on behalf of the Vendor.
- 13) This purchase order shall be deemed made in Durham County, North Carolina, and shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this purchase order shall be the North Carolina General Court of Justice, in Durham County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.
- 14) **THE CITY OF DURHAM OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.** During the performance of this Contract the Vendor agrees as follows: (a) The Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Vendor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Vendor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these provisions. (b) The Vendor shall in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. (c) The Vendor shall send a copy of the EEO provisions to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding. (d) In the event of the Vendor's noncompliance with these EEO provisions, the City may cancel, terminate, or suspend this contract, in whole or in part, and the City may declare the Vendor ineligible for further City contracts. (e) Unless exempted by the City Council of the City of Durham, the Vendor shall include these EEO provisions in every purchase order for goods to be used in performing this contract and in every subcontract related to this contract so that these EEO provisions will be binding upon such subcontractors and vendors.



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